

Fletcher Kittrege, Great Works Internet,  
Request for Commission Investigation  
Regarding the Pattern of Service Failures,  
Delays, Inadequate Service and Failures to  
Provide Services as Promised by  
Bell Atlantic-Maine

STIPULATION AND  
MOTION TO DISMISS

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### BACKGROUND AND SUMMARY

On September 16, 1998, Great Works Internet ("GWI") and fifteen other persons filed a complaint with the Commission alleging that Bell Atlantic-Maine ("BA-ME") had failed to provide Internet Service Providers ("ISPs") and their customers with reliable switched network services allegedly necessary to reach the Internet. GWI complained that BA-ME had priced its trunk-side network arrangements for ISP traffic (such as Flexpath service and Primary Rate ISDN service) too high, and that standard line-side serving arrangements (such as BA-ME's Centrex service) were not sufficient to meet GWI's needs and alleged other service quality concerns. GWI also alleged that even though BA-ME and GWI had reached an agreement in late 1997 to migrate GWI's line-side, Centrex-based serving arrangements to the trunk side of the public switched network, at significantly reduced charges to GWI for BA-ME's trunk-side services, BA-ME delayed inordinately obtaining the Commission's review and approval of this special contract.

As a consequence of BA-ME's actions, GWI alleges that in early 1998 it elected to obtain network services from Brooks Fiber Communications, a competitive local exchange provider. GWI alleges that BA-ME sought to interfere with GWI's decision to obtain service from Brooks by imposing termination charges on GWI for its premature termination of a long-term service contract with BA-ME for Centrex services. GWI claimed also that BA-ME refused to perform remote call forwarding number porting to allow the use of GWI's Centrex telephone numbers with GWI's new service arrangement from Brooks Fiber Communications, a competitive service provider. Lastly, GWI alleged that BA-ME had withheld certain trunk-side facilities from GWI while making such trunk-side arrangements available to BA-ME's Internet affiliate.

On September 28, 1998, BA-ME filed its response to GWI's allegations. BA-ME denied the allegations of poor service quality and observed that GWI's allegations of poor service and BA-ME's alleged unwillingness to price trunk side network services at levels deemed acceptable to GWI were thinly-

veiled attempts by GWI to breach its volume and term Centrex contract commitments with BA-ME in order to take service from a competitor of BA-ME. BA-ME further denied having refused to remote call forward traffic to Brooks Fiber placed to GWI's Centrex numbers. The porting of GWI's Centrex numbers to Brooks had instead been interrupted by Brooks' assignment of NXX codes to such services that were outside the local calling area of the Centrex telephone numbers.

BA-ME denied that it had held up unreasonably the implementation of the signed agreement between BA-ME and GWI to migrate GWI's circuits from Centrex services to BA-ME's Flexpath services. The delay in filing for necessary Commission approval of the contract was attributed to a change in BA-ME's marketing and regulatory procedures regarding the provision of trunk-side services to ISPs, simultaneous with a change in approval procedures for special contracts. Lastly, BA-ME denied that it had favored its Internet affiliate in the assignment of trunk-side facilities.

Commission Staff assigned to this proceeding thereafter conducted discovery of both sides in an effort to substantiate GWI's allegations. Both GWI and BA-ME provided to Staff information regarding the services and facilities offered by BA-ME to GWI. The Staff also conducted several telephone conference calls among the parties in an effort to clarify and evaluate the relevant evidence and to share with the parties the Staff's preliminary assessment of the claims and the underlying evidence.

#### STIPULATION PROVISIONS

Subsequent to these conference calls, the parties discussed among themselves various possibilities for settling their differences. As a result of these discussions BA-ME and GWI have reached agreement as follows:

1. BA-ME agrees to adjust outstanding overdue amounts on GWI's service bill with BA-ME by a credit equal to the amounts due from GWI for early contract termination under the volume and term purchase commitments made by GWI for Centrex service, together with all late payment fees assessed by BA-ME associated with the outstanding early termination charges. The amount of the bill credit is documented and agreed upon as detailed in a separate letter of understanding signed by BA-ME and GWI, dated May 3, 2000.
2. GWI, in exchange, agrees to withdraw its complaint, with prejudice, against BA-ME in this proceeding in all respects, including all allegations GWI could have made regarding service quality,

improper number porting, and alleged undue discrimination in favor of BA-ME's affiliates complained of during the time period covered by GWI's complaint.

3. GWI further agrees to use reasonable efforts to obtain the written agreement of every other person signing the complaint to the dismissal of this complaint, with prejudice, pursuant to the terms set forth in this Stipulation. For its part, GWI expressly agrees not to oppose the dismissal of this complaint by the Commission, with prejudice, with respect to GWI and/or any other person signing the complaint.

4. The parties further agree that settlement of this complaint pursuant to the terms of this Stipulation is in the public interest as it resolves the disputed claims of the parties to this proceeding while avoiding the commitment of further Commission resources to protracted litigation before the Commission. It is agreed and understood that the Stipulation is an integrated whole, with every provision integrally related to every other provision. As such, the parties agree that rejection or revision by the Commission of any separate provision of this Stipulation constitutes rejection of the entire agreement. Should the Commission fail to approve the entire Stipulation as filed by the parties, the Stipulation shall be void and of no further effect. Under such circumstances, neither the Stipulation nor any part thereof shall be offered or introduced as evidence in this or any other proceeding.

Wherefore, the parties executing this Stipulation below respectfully move the Commission for an Order dismissing the complaint in this proceeding in its entirety, with prejudice.

BELL ATLANTIC-MAINE

by \_\_\_\_\_  
Its Attorney

GREAT WORKS INTERNET

by \_\_\_\_\_  
Its Attorney

Dated: May 3, 2000